

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF WISCONSIN**

In re: Case No. 11-20059-svk
ARCHDIOCESE OF MILWAUKEE, Chapter 11
Debtor. Hon. Susan V. Kelley

**REPLY IN SUPPORT OF SECOND AMENDED CHAPTER 11 PLAN OF
REORGANIZATION DATED SEPTEMBER 25, 2015, PROPOSED BY THE
ARCHDIOCESE OF MILWAUKEE**

The Archdiocese of Milwaukee, debtor and debtor-in possession (the “Debtor” or the “Archdiocese”) respectfully files this reply (the “Reply”) in support of to the *Second Amended Chapter 11 Plan of Reorganization Dated September 25, 2015, Proposed by the Archdiocese of Milwaukee* (the “Amended Plan”).

Supplement in Support of the Amended Plan

1. Contemporaneously with this Reply, the Debtor is filing the following documents:
 - a. *Affidavit of Publication.* The Affidavit of Publication summarizes the nationwide publication of the notice of the Confirmation Hearing and the Insurance Settlement Agreements.
 - b. *Affidavit of John J. Marek in Support of Confirmation of the Amended Chapter 11 Plan of Reorganization Dated September 25, 2015, Proposed by the Archdiocese of Milwaukee.*

Daryl L. Diesing
Bruce G. Arnold
Francis H. LoCoco
Lindsey M. Greenawald
Whyte Hirschboeck Dudek S.C.
555 East Wells Street, Suite 1900
Milwaukee, Wisconsin 53202-3819
Telephone: (414) 978-5305
Facsimile: (414) 223-5000
Email: floccoco@whdlaw.com

c. *The Report on Balloting.*

2. In addition, the Debtor is filing the following amended exhibits to the Amended Plan:

a. A revised Exhibit F to the Amended Plan, attached hereto as **Exhibit 1.**

b. A revised Exhibit G to the Amended Plan, attached hereto as **Exhibit 2.**

c. A revised Exhibit H to the Amended Plan, attached hereto as **Exhibit 3.**

d. A fully executed copy of the Cemetery Trust Settlement Agreement, to supplement Exhibit P to the Amended Plan, attached hereto as **Exhibit 4.**

3. The Debtor will file a fully executed copy of the FIOF Trust Settlement Agreement to replace Exhibit Q to the Amended Plan.

4. The Debtor will file fully executed copies of the Confidential Settlement Agreement and Release to replace Exhibit N to the Amended Plan, as well as fully executed copies of the Settlement Agreement, Policy Buyback, and Release with Continental Casualty Company, and the Global Policy Buyback Agreement, Settlement Agreement and Release.

Objection to the Amended Plan

5. The Debtor received only one objection (the "Objection") to confirmation of the Amended Plan. This was the Objection of claimant P-9.

6. The Debtor's counsel has had numerous discussions with the creditor to provide factual information and correct information about the Amended Plan in response to the Objection. The discussions revealed that many of P-9's suggestions and concerns had been addressed in the Amended Plan and portions of the Objection were the result of misunderstandings about the Amended Plan. Based on those discussions, the Debtor understands that P-9 does not object to his treatment under the Amended Plan, but is concerned about whether enough investigation of all of the claims in Class 10 occurred. The Debtor's counsel

expects to have continuing discussions with P-9, who is considering withdrawing or modifying the Objection.

7. While P-9 may have other remaining concerns with the Amended Plan, he strongly supports keeping the identities of Abuse Survivors confidential.

8. P-9 was not aware that the claims review process embodied in the Allocation Protocol for the Amended Plan was developed by the Official Committee of Unsecured Creditors (the "Committee") and State Court Counsel. He was also not aware that the allocation process will be administered by a third-party neutral, whose appointment the Court already approved.

9. P-9 has no standing to object on behalf of other creditors. No other creditors objected to the Amended Plan, and the Committee affirmatively recommended that all unsecured creditors vote in favor of the Amended Plan.

10. P-9's claim was filed publicly and, as such, the Court does not need to unseal this claim. In June 2014, the Archdiocese, working with State Court Counsel, published thousands of pages (all of which were selected by State Court Counsel) in an agreed process approved by this Court. The Archdiocese, working with State Court Counsel, also published timelines and narrative summaries of the documents.

Conclusion

The Amended Plan is the result of extensive negotiation among multiple constituencies. The Amended Plan represents the global settlement of all outstanding litigation, litigation that could take decades and millions of dollars to resolve. Not only does the Amended Plan comply with all of the requirements of the Bankruptcy Code, but the Debtor, both prior to the Amended Plan and through the Amended Plan, has fulfilled and will continue to fulfill requirements beyond those required by the Bankruptcy Code including the publication of documents, timelines

and narratives; the non-monetary undertakings; and the creation of the Therapy Fund. For these reasons, the Court should confirm the Amended Plan.

Dated this 5th day of November, 2015.

Respectfully submitted,

ARCHDIOCESE OF MILWAUKEE
Debtor and Debtor in Possession
By its counsel,
Whyte Hirschboeck Dudek S.C.

By: /s/ Daryl L. Diesing
Daryl L. Diesing
Bruce G. Arnold
Francis H. LoCoco
Lindsey M. Greenawald

P.O ADDRESS:

555 East Wells Street, Suite 1900
Milwaukee, Wisconsin 53202-3819
Telephone: (414) 978-5305
Facsimile: (414) 223-5000
Email: ddiesing@whdlaw.com
barnold@whdlaw.com
flococo@whdlaw.com
lgreenawald@whdlaw.com

Exhibit 1

Exhibit F – List of Class 8 Claims (Abuse Survivor Plan Claims)

| Class 8 | |
|----------------|------------------------|
| Count | Claim No. (A-#) |
| 1 | 1 |
| 2 | 2 |
| 3 | 3 |
| 4 | 12 |
| 5 | 13 |
| 6 | 14 |
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| 330 | 549 |
| 331 | 550 |
| 332 | 551 |
| 333 | 552 |
| 334 | 553 |
| 335 | P-109 |
| 336 | P-116 |
| 337 | P-186 |
| 338 | P-196 |
| 339 | P-235 |
| 340 | P-253 |
| 341 | P-290 |
| 342 | P-334 |
| 343 | P-336 |
| 344 | P-346 |
| 345 | P-347 |
| 346 | P-351 |
| 347 | P-353 |

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| 348 | P-396 |
| 349 | P-397 |
| 350 | P-399 |
| 351 | P-550 |
| 352 | P-71 |
| 353 | P-89 |
| 354 | P-9 |
| 355 | P-95 |

Exhibit 2

Exhibit G – List of Class 9 Claims (Unsubstantiated Claims Receiving a Distribution at the Creditors’ Committee’s Request)

| Class 9 | |
|----------------|------------------------|
| Count | Claim No. (A-#) |
| 1 | 4 |
| 2 | 7 |
| 3 | 8 |
| 4 | 10 |
| 5 | 17 |
| 6 | 23 |
| 7 | 24 |
| 8 | 28 |
| 9 | 41 |
| 10 | 43 |
| 11 | 46 |
| 12 | 54 |
| 13 | 63 |
| 14 | 72 |
| 15 | 74 |
| 16 | 75 |
| 17 | 82 |
| 18 | 83 |
| 19 | 87 |
| 20 | 88 |
| 21 | 119 |
| 22 | 135 |
| 23 | 139 |
| 24 | 144 |
| 25 | 161 |
| 26 | 165 |
| 27 | 168 |
| 28 | 174 |
| 29 | 175 |
| 30 | 177 |
| 31 | 179 |
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| 39 | 214 |
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| 49 | 264 |
| 50 | 268 |
| 51 | 269 |
| 52 | 275 |
| 53 | 288 |
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| 59 | 315 |
| 60 | 327 |
| 61 | 334 |
| 62 | 335 |
| 63 | 336 |
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| 65 | 345 |
| 66 | 347 |
| 67 | 357 |
| 68 | 363 |
| 69 | 371 |
| 70 | 378 |
| 71 | 380 |
| 72 | 389 |
| 73 | 393 |
| 74 | 396 |
| 75 | 399 |
| 76 | 428 |
| 77 | 430 |
| 78 | 435 |
| 79 | 439 |
| 80 | 440 |
| 81 | 441 |
| 82 | 460 |

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| 83 | 465 |
| 84 | 468 |
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| 99 | 531 |
| 100 | 538 |
| 101 | P-291 |
| 102 | P-329 |
| 103 | P-352 |
| 104 | P-665 |

Exhibit 3

Exhibit H – List of Class 10 Claims (Disallowed or Previously Dismissed Abuse Survivor Claims)

| Class 10 | |
|-----------------|------------------------|
| Count | Claim No. (A-#) |
| 1 | 5 |
| 2 | 6 |
| 3 | 9 |
| 4 | 11 |
| 5 | 20 |
| 6 | 21 |
| 7 | 25 |
| 8 | 26 |
| 9 | 32 |
| 10 | 49 |
| 11 | 50 |
| 12 | 55 |
| 13 | 57 |
| 14 | 61 |
| 15 | 68 |
| 16 | 77 |
| 17 | 78 |
| 18 | 85 |
| 19 | 93 |
| 20 | 94 |
| 21 | 95 |
| 22 | 99 |
| 23 | 101 |
| 24 | 103 |
| 25 | 104 |
| 26 | 110 |
| 27 | 112 |
| 28 | 114 |
| 29 | 115 |
| 30 | 116 |
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| 37 | 129 |
| 38 | 132 |

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| 39 | 143 |
| 40 | 148 |
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| 93 | 384 |
| 94 | 385 |
| 95 | 386 |
| 96 | 390 |
| 97 | 402 |
| 98 | 410 |
| 99 | 411 |
| 100 | 416 |
| 101 | 427 |
| 102 | 429 |
| 103 | 444 |
| 104 | 446 |
| 105 | 448 |
| 106 | 449 |
| 107 | 451 |
| 108 | 452 |
| 109 | 485 |
| 110 | 487 |
| 111 | 497 |
| 112 | 510 |
| 113 | 533 |
| 114 | 535 |
| 115 | 543 |
| 116 | 546 |
| 117 | 547 |
| 118 | P-115 |
| 119 | P-289 |
| 120 | P-637 |
| 121 | P-83 |

Exhibit 4

SETTLEMENT AGREEMENT

THIS AGREEMENT is dated as of November 5, 2015, by and between the Archdiocese of Milwaukee, as debtor-in-possession in Case No. 11-20059-SVK pending in the United States Bankruptcy Court for the Eastern District of Wisconsin (“ADOM”), and the Archdiocese of Milwaukee Catholic Cemetery Perpetual Care Trust (the “Trust”).

RECITALS

A. On January 4, 2011, ADOM filed a petition for relief under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. § 101 et seq. (“Code”), which is pending as Case No. 11-20059-SVK (the “Case”) in the United States Bankruptcy Court for the Eastern District of Wisconsin (the “Court”).

B. The Trust is an Internal Revenue Code section 501(c)(3) charitable organization created in 2007 for the exclusive benefit in perpetuity of the Cemeteries and Mausoleums, as defined in the Trust Agreement.

C. After ADOM filed its Chapter 11 petition, the Trust filed an adversary proceeding (the “Adversary Proceeding”) seeking a declaration that neither the Trust nor its funds could be property of the bankruptcy estate.

D. The Bankruptcy Court granted the Official Committee of Unsecured Creditors (the “Committee”) derivative standing in the Adversary Proceeding to assert and litigate its own avoidance and turnover counterclaims against the Trust for the benefit of the Debtor’s estate.

E. The Committee filed a partial summary judgment motion on May 25, 2012, limited to Count III under which the Trust sought a declaration that both the First Amendment and Religious Freedom and Restoration Act (“RFRA”) preclude a determination that the Trust or its funds can be property of the estate.

F. In a written decision and order dated January 17, 2013, the Bankruptcy Court granted the Committee partial summary judgment.

G. On January 31, 2013, the Trust appealed the decision and order to the United States District Court for the Eastern District of Wisconsin.

H. On July 29, 2013, the District Court entered a decision and order, holding that RFRA and the First Amendment prevented the Committee from reaching the Trust’s funds. and dismissing all of the remaining claims in the Adversary Proceeding.

I. On August 26, 2103, the Committee appealed the District Court’s decision to the United States Circuit Court of Appeals for the Seventh Circuit.

J. On March 9, 2015, the Court of Appeals reversed the District Court on both its constitutional and statutory conclusions of law.

K. On July 7, 2015, the Trust filed a Petition for a Writ of Certiorari with the United States Supreme Court.

L. ADOM and the Trust have reached an agreement to settle any and all actions which the Committee brought in or could have been brought in the Adversary Proceeding against

the Trust (the "Claims") and to grant a release to the Trust upon the terms and conditions set forth herein.

M. ADOM has filed a plan of reorganization which incorporates the terms of this Agreement and which, among other things, provides for a release of the Trust from and against the Claims against the Trust in consideration of the obligations of the Trust hereunder (the "Plan").

AGREEMENTS

NOW THEREFORE in consideration of the mutual promises and agreements contained herein and for good and valuable consideration, receipt of which is hereby acknowledged, the parties to this Settlement Agreement agree as follows:

1. Recitals True and Correct. The parties acknowledge that the above Recitals are true and correct.

2. Release of the Trust. Upon the entry of a Final Order (i) confirming the Plan, (ii) approving this Agreement, including the release of the Trust described in this paragraph 2, (iii) approving the release of the Trust from and against the Claims ("Confirmation Order"), ADOM on behalf of itself and its bankruptcy estate shall automatically, fully and completely release the Trust, its past and present Trustees, its Grantors, its donors, its beneficiaries, its lawyers, its consultants, its investment advisors, all recipients of its grants or loans, any and all of its agents, and any and all of their respective successors and assigns (together the "Released Parties"), from and against the Claims and any and all other claims, obligations, charges, liabilities, defenses, counterclaims or causes of action of any kind or nature, whether known or unknown, fixed or contingent, asserted under any legal theory which ADOM or its estate may have against the Released Parties, arising from the beginning of time through the date of the Confirmation Order, relating directly or indirectly to the creation, establishment, management, operation or conduct of the Released Parties or the investment of the Trust's assets, including without limitation, the creation and funding of the Trust, the solicitation and receipt of donations, the approval and distribution of grants and any other distribution of the Trust's assets (the "Release"). For the purposes of this Settlement Agreement, the term "Final Order" shall mean an order entered by a court of competent jurisdiction as to which the time to appeal has expired and/or no further appeal is possible.

3. Consideration. In consideration of the Release, the Trust will:

(a) Thirty (30) days after the Plan is approved by the Confirmation Order, issue the ADOM a line of credit with a maximum principal amount of \$3,000,000.00 substantially as described in Plan Exhibit P;

(b) Thirty (30) days after the Plan is approved by the Confirmation Order, make a one-time distribution to the ADOM of \$5,000,000.00 to partially offset the ADOM's costs for providing perpetual care of the cemeteries incurred from January 4, 2011, through the confirmation of the Plan;

(c) Thirty (30) days after the Plan is approved by the Confirmation Order, contribute a one-time payment of \$8,000,000.00 to the Plan Trust established pursuant to the Plan to settle the Adversary Proceeding;

(d) Commencing thirty (30) days after the Plan is approved by the Confirmation Order and throughout the term of the line of credit described in subparagraph (b) above, continue making distributions to the ADOM to offset the ADOM's costs for providing perpetual care of the cemeteries in an amount not less than \$487,500.00 per quarter so long as the ADOM continues to maintain the cemeteries in at least as good condition as currently maintained. Either party may at any time seek from the other a recalculation of the amount payable by the Trust if it believes the payment does not approximate the actual costs for providing perpetual care of the cemeteries and, if both parties agree, may alter the payment without order of the Court or notice to any other party; and

(e) Upon the occurrences of the conditions in Paragraph 4(a), below, withdraw the Petition for Certiorari.

4. Conditions; Termination.

(a) The effectiveness of this Agreement and the obligations of the parties hereunder are specifically conditioned upon the entry of the Confirmation Order and it becoming a Final Order, and

(b) Dismissal of the Adversary Proceeding by the Committee with prejudice and without costs to any party.

(c) If (i) the Court enters a confirmation order other than the Confirmation Order; (ii) ADOM files a plan which does not contain the Release; (iii) ADOM amends any plan which is filed to not contain the Release; or (iv) the Chapter 11 proceeding is dismissed prior to the entry of the Confirmation Order, then this Agreement shall automatically terminate and each party shall have no further obligations to the other hereunder.

5. No Admission. ADOM acknowledges that the Trust asserts that it has no liability for in the Adversary Proceeding or any other claims and that the Trust is entering into this Agreement solely to avoid the cost and uncertainty of litigation. On behalf of itself and the estate, ADOM agrees that by entering into this Agreement, the Trust is making no admission of liability with respect to the Claims. ADOM further agrees that it will not attempt to introduce the fact or the terms of this Agreement in any action except as necessary to enforce the terms hereof.

6. Miscellaneous.

(a) Entire Agreement. This Agreement reflects the entire understanding of the parties with respect to the subject matter herein contained, and supersedes any prior agreements (whether written or oral) between the parties. Neither party has relied on any promise, representation, agreement or inducement other than those expressly set forth herein.

The terms of this Agreement may not be waived, amended, or supplemented except in a writing signed by all parties hereto.

(b) Survival. All promises, covenants, warranties and representations contained herein shall survive execution of this Agreement and the Exhibits hereto.

(c) Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereof.

(d) Governing Law. This Agreement shall be governed by, and shall be construed in accordance with the Code and laws of the State of Wisconsin (irrespective of such state's choice of laws rules).

(e) Jointly Drafted. The parties to this Agreement jointly participated in its preparation; ambiguities should not be construed in favor of any party. This Agreement shall not be construed against the drafter hereof.

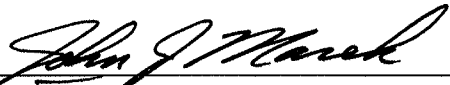
(f) Titles. The titles of sections in this Agreement are for convenience only and do not limit or construe the meaning of any section.

(g) Cooperation. The Parties shall cooperated fully and execute any supplementary documents and perform all additional actions that may be necessary or appropriate to give full force and effect to the premises and covenants set forth herein, as well as the intent of this Agreement.

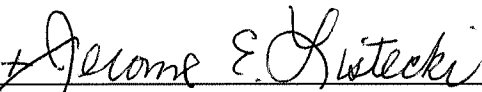
(h) Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(i) Electronic and Facsimile Signatures. Electronic or facsimile copies of any party's signature hereto shall be deemed effective execution of this Agreement by such party.

The Archdiocese of Milwaukee

By 
Title: Treasurer

The Archdiocese of Milwaukee
Catholic Cemetery Perpetual Care Trust

By 
The Most Reverend Jerome E. Listecki
Archbishop of Milwaukee, Trustee